APPENDIX A

Members of the Air Transport Association of America

*Air Canada
Alaska Airlines, Inc.
Alaska Coastal Airlines
Allegheny Airlines, Inc.
Aloha Airlines, Inc.
American Airlines, Inc.
Bonanza Air Lines, Inc.
Braniff International
*Canadian Pacific Airlines Ltd.
Caribbean-Atlantic Airlines, Inc.
Continental Air Lines, Inc.
Delta Air Lines, Inc.
Eastern Air Lines, Inc.
The Flying Tiger Line Inc.
Frontier Airlines, Inc.
Hawaiian Airlines, Inc.
Lake Central Airlines, Inc.
Los Angeles Airways, Inc.
Mohawk Airlines, Inc.
National Airlines, Inc.
New York Airways, Inc.
North Central Airlines, Inc.
Northeast Airlines, Inc.
Northern Consolidated Airlines, Inc.
Northwest Airlines, Inc.
Ozark Air Lines, Inc.
Pacific Air Lines, Inc.
Pan American World Airways, Inc.
Piedmont Airlines
Reeve Aleutian Airways, Inc.
Southern Airways, Inc.
Trans Caribbean Airways, Inc.
Trans-Texas Airways, Inc.
Trans World Airlines, Inc.
United Air Lines, Inc.
West Coast Airlines, Inc.
Western Air Lines, Inc.
Wien Air Alaska

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* Associate Member.

APPENDIX B

Members of the International Air Transport Association
(As At 1st March 1967)

Active Members (86)

Aden Airways Ltd. (Fed. of South Arabia)
Aer Lingus Teoranta (Dublin)
Aerlinte Eireann (Dublin)
Aerolineas Argentinas (Buenos Aires)
Aerolineas Peruanas S. A. (Lima)
Aeronaves de Mexico S. A. (Mexico City)
Aerovias Nacionales de Colombia S.A. (AVIANCA)
(Bogotá)
Air Afrique (Abidjan)
Air Algérie (Algiers)
Air Canada (Montreal)
Air Ceylon (Colombo)
Air Congo (Kinshasa)
Air France (Paris)
Air Guinée (Conakry)
Air-India (Bombay)
Air Mali (Bamako)
Air New Zealand (Auckland)
Air Vietnam (Saigon)
ALIA—The Royal Jordanian Airlines (Amman)
ALITALIA-Linee Aeree Italiane (Rome)
American Airlines Inc. (New York)
Austrian Airlines (Vienna)
Aviacion y Comercio S.A. (Madrid)

Braniff International Airways (Dallas)
British Eagle International Airlines (London)
British European Airways (London)
British Overseas Airways Corp. (London)
British United Airways Ltd. (London)
British West Indian Airways (Trinidad)

Canadian Pacific Air Lines (Vancouver)
Central African Airways Corporation
(Salisbury, Southern Rhodesia)
Ceskoslovenske Aerolinie N.P. (Prague)
Civil Air Transport Co. Ltd. (Taipei)
Cyprus Airways Limited (Nicosia)

Delta Air Lines Inc. (Atlanta)
Deutsche Lufthansa (Cologne)
Direccao de Exploraçao dos Transportes Aereos "DETA"
(Lourenço Marques)
Direcçao de Exploracao dos Transportes Aereos "DTA"
(Luanda)

East African Airways Corp. (Nairobi)
Eastern Airlines Inc. (New York)
El Al Israel Airlines (Tel Aviv)
Empresa Consolidada Cubana Aviacion (Havana)
Empresa de Viacao Aerea Rio Grandense (VARIG)
(Porto Alegre)
Ethiopian Air Lines S. C. (Addis Ababa)

FINNAIR—Aero O/Y (Helsinki)
Flugfelag Islands H. F. (Reykjavik)

P. N. Garuda Indonesian Airways (Djakarta)
Ghana Airways Corporation (Accra)

IBERIA, Lineas Aereas de Espana (Madrid)
Indian Airlines Corporation (New Delhi)
Iran National Airlines Corp. (Teheran)
Iraqi Airways (Baghdad)

Japan Air Lines Co. Ltd. (Tokyo)
Jugoslovenski Aerotransport (JAT) (Belgrade)

Kingdom of Libya Airlines (Benghazi)
KLM Royal Dutch Airlines (The Hague)
Kuwait Airways Corporation (Kuwait)

Lebanese International Airways (Beirut)
Linea Aerea Nacional (LANCHILE) (Santiago)

The Malta Airlines (Sliema)
Middle East Airlines Airliban (Beirut)
Mohawk Airlines Inc. (Utica, N. Y.)

Northwest Airlines Inc. (St. Paul)

Olympic Airways S. A. (Athens)

Pakistan International Airlines Corp. (Karachi)
Pan American World Airways Inc. (New York)
Philippine Air Lines Inc. (Manila)
Polish Airlines "LOT" (Warsaw)

Qantas Empire Airways Ltd. (Sydney)

Scandinavian Airlines System (Stockholm)
Seaboard World Airlines Inc. (New York)
Servicos Aereos Cruzeiro do Sul S. A. (Rio de Janeiro)
Société Anonyme Belge d'Exploitation de la Navigation Aérienne (SABENA) (Brussels)
South African Airways (Johannesburg)
Sudan Airways (Khartoum)
Swiss Air Transport Co. Ltd. (Zurich)

Trans-Mediterranean Airways SAL (Beirut)
Transportes Aereos Portugueses (TAP) (Lisbon)
Trans World Airlines Inc. (New York)
Tunis Air (Tunis)
Turk Hava Yollari (Istanbul)

Union de Transports Aériens (UTA) (Paris)
United Air Lines (Chicago)
United Arab Airlines (Cairo)

Venezolana Internacional de Aviacion S. A. (VIASA) (Caracas)

WAAC (Nigeria) Limited (Lagos)

Associate Members (14)

Ansett-ANA (Melbourne)

Chicago Helicopter Airways Inc. (Chicago)
Commercial Air Services (Pty) Ltd. (Johannesburg)
Continental Air Lines Inc. (Los Angeles)

Eastern Provincial Airways (1963) Ltd. (Gander)

Flying Tiger Line Inc. (Burbank)

Linea Aerea del Cobre Ltda. (Santiago)

National Airlines Inc. (Miami)
New York Airways Inc. (New York)
New Zealand National Airways Corp. (Wellington)

Quebécair Inc. (Rimouski)

Suidwes Lugdiens (Eiendoms) Beperk (Windhoek, S.W. Africa)

Trans Australia Airlines (Melbourne)

Viacao Aerea Sao Paulo S. A. (VASP) (Sao Paulo)

APPENDIX C

[pp. 167-168]

AVANT-PROJET DE CONVENTION

relative aux documents de transport aérien et à la responsabilité du transporteur dans les transports internationaux par aéronefs.

adopté par le C. I. T. E. J. A. au cours de sa Troisième Session, Mai 1928

. . . . . .

Chapitre II.

Titre de transport.

Section I. — Billet de passage

Article 3

Dans le transport de voyageurs, le transporteur est tenu de délivrer un billet de passage qui doit contenir les mentions suivantes:

a) le lieu et la date de l'émission;

b) les points de départ et de destination;

c) l'indication sommaire de la voie à suivre (*via*) ainsi que les arrêts prévus;

d) le nom et l'adresse du ou des transporteurs.

Le billet de passage doit contenir, en outre, une clause stipulant que le transport est soumis au régime de la responsabilité établi par la présente Convention.

L'absence, l'irrégularité ou la perte de ce titre de transport ne préjudicie ni à l'existence, ni à la validité du contrat de transport.

Si, pour un transport international, le transporteur accepte le voyageur sans qu'il ait établi un billet de passage, ou si le billet ne contient pas les mentions indiquées ci-dessus, le contrat de transport n'en sera pas moins soumis aux règles de la présente Convention, mais le transporteur n'aura pas le droit de se prévaloir des dispositions de cette Convention qui excluent en tout ou en partie sa responsabilité directe ou dérivée des fautes de ses préposés.

APPENDIX D

Comparison of the Provisions of Articles 3, 4 and 22 of the Warsaw Convention With the Amendments to These Provisions Made by the Hague Protocol.

The Convention for the Unification of Certain Rules Relating to International Transportation by Air, commonly known as the Warsaw Convention, was signed at Warsaw on October 12, 1929. The United States declared its adherence thereto on June 27, 1934, effective October 29, 1934. 49 Stat. 3000, 3013; T.S. 876.

A Protocol to the Warsaw Convention was opened for signature at The Hague on September 28, 1955, and entered into force on August 1, 1963, with respect to those countries which deposited instruments of ratification of the Protocol on or before May 3, 1963. The Protcol has been signed but has not been ratified by the United States.

On the following pages the provisions of Articles 3, 4 and 22, respectively, of the Warsaw Convention are set forth on the left hand page, with the Hague Protocol amendments to these articles being shown on the facing page.

WARSAW CONVENTION

CHAPTER II. TRANSPORTATION DOCUMENTS

SECTION I.—PASSENGER TICKET

Article 3

(1) For the transportation of passengers the carrier must deliver a passenger ticket which shall contain the following particulars:

(*a*) The place and date of issue;

(*b*) The place of departure and of destination;

(*c*) The agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right, the alteration shall not have the effect of depriving the transportation of its international character;

(*d*) The name and address of the carrier or carriers;

(*e*) A statement that the transportation is subject to the rules relating to liability established by this convention.

(2) The absence, irregularity, or loss of the passenger ticket shall not affect the existence or the validity of the contract of transportation, which shall none the less be subject to the rules of this convention. Nevertheless, if the carrier accepts a passenger without a passenger ticket having been delivered he shall not be entitled to avail himself of those provisions of this convention which exclude or limit his liability.

HAGUE PROTOCOL

Article III

In Article 3 of the Convention—

(*a*) paragraph 1 shall be deleted and replaced by the following:

"1. In respect of the carriage of passengers a ticket shall be delivered containing:

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being the territory of another State, an indication of at least one such stopping place;

(*c*) a notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage."

(*b*) paragraph 2 shall be deleted and replaced by the following:

"2. The passenger ticket shall constitute *prima facie* evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by paragraph 1 (*c*) of this Article, the carrier shall not be entitled to avail himself of the provisions of Article 22."

WARSAW CONVENTION

SECTION II.—BAGGAGE CHECK

Article 4

(1) For the transportation of baggage, other than small personal objects of which the passenger takes charge himself, the carrier must deliver a baggage check.

(2) The baggage check shall be made out in duplicate, one part for the passenger and the other part for the carrier.

(3) The baggage check shall contain the following particulars:

(*a*) The place and date of issue;

(*b*) The place of departure and of destination;

(*c*) The name and address of the carrier or carriers;

(*d*) The number of the passenger ticket;

(*e*) A statement that delivery of the baggage will be made to the bearer of the baggage check;

(*f*) The number and weight of the packages;

(*g*) The amount of the value declared in accordance with article 22 (2);

(*h*) A statement that the transportation is subject to the rules relating to liability established by this convention.

(4) The absence, irregularity, or loss of the baggage check shall not affect the existence or the validity of the contract of transportation which shall none the less be subject to the rules of this convention. Nevertheless, if the carrier accepts baggage without a baggage check having been delivered, or if the baggage check does not contain the particulars set out at (*d*), (*f*), and (*h*) above, the carrier shall not be entitled to avail himself of those provisions of the convention which excluded or limit his liability.

HAGUE PROTOCOL

Article IV

In Article 4 of the Convention—

(*a*) paragraphs 1, 2, and 3 shall be deleted and replaced by the following:

"1. In respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of Article 3, paragraph 1, shall contain:

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(*c*) a notice to the effect that; if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to baggage."

(*b*) paragraph 4 shall be deleted and replaced by the following:

"2. The baggage check shall constitute *prima facie* evidence of the registration of the baggage and of the conditions of the contract of carriage. The absence, irregularity or loss of the baggage check does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if the carrier takes charge of the baggage without a baggage check having been delivered or if the baggage check (unless combined with or incorporated in the passenger ticket which complies with the provisions of Article 3, paragraph 1 (*c*)) does not include the notice required by paragraph 1 (*c*) of this Article, he shall not be entitled to avail himself of the provisions of Article 22, paragraph 2."

WARSAW CONVENTION

Article 22

(1) In the transportation of passengers the liability of the carrier for each passenger shall be limited to the sum of 125,000 francs. Where, in accordance with the law of the court to which the case is submitted, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed 125,000 francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(2) In the transportation of checked baggage and of goods, the liability of the carrier shall be limited to a sum of 250 francs per kilogram, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

(3) As regards objects of which the passenger takes charge himself the liability of the carrier shall be limited to 5,000 francs per passenger.

(4) The sums mentioned above shall be deemed to refer to the French franc consisting of 65½ milligrams of gold at the standard of finess of nine hundred thousandths. These sums may be converted into any national currency in round figures.

HAGUE PROTOCOL

Article XI

Article 22 of the Convention shall be deleted and replaced by the following:

"*Article 22*

1. In the carriage of persons the liability of the carrier for each passenger is limited to the sum of two hundred and fifty thousand francs. Where, in accordance with the law of the court seised of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed two hundred and fifty thousand francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

2. (*a*) In the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of two hundred and fifty francs per kilogramme, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the passenger's or consignor's actual interest in delivery at destination.

(*b*) In the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability shall be only the total weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air waybill, the total

[WARSAW CONVENTION, Article 22]

weight of such package or packages shall also be taken into consideration in determining the limit of liability.

3. As regards objects of which the passenger takes charge himself the liability of the carrier is limited to five thousand francs per passenger.

4. The limits prescribed in this article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

5. The sums mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment."

CAB Form 37
(Rev. 2-66)

UNITED STATES OF AMERICA
WASHINGTON, D. C.

CIVIL AERONAUTICS BOARD

CERTIFICATION

I HEREBY CERTIFY *that the annexed is a true copy of the*

Agreement No. CAB 10559 and pages 290 through 301 of
Agreement No. CAB 7648

on file in this Board.

IN WITNESS WHEREOF, *I have hereunto subscribed my name, and caused the seal of the Civil Aeronautics Board to be affixed this* 11th *day of* December *one thousand nine hundred and* sixty-seven.

Secretary
CIVIL AERONAUTICS BOARD

Section 1324(d) of the Federal Aviation Act (49 U.S.C. 1324(d)) provides in pertinent part that "[p]ublications purporting to be published by the Board shall be competent evidence of the orders, decisions, rules, regulations, and reports of the Board--in all courts [of any State, Territory, or federal]--without further proof or authentication thereof"; Section 701(e) (49 U.S.C. 1441(e)) provides "[n]o part of any report or any reports of the Board relating to any accident or the investigation thereof, shall be admitted in evidence or used in any suit or action for damages growing out of any matter mentioned in such report or reports"; and Section 1103 (49 U.S.C. 1503) provides that documents and reports filed with the Board shall be preserved as public records in the custody of the secretary of the Board and shall be received as prima facie evidence of what they purport to be--in all judicial proceedings", and that "copies of, and extracts from" records "certified by the secretary of the Board, under the seal of the Board, shall be received in evidence with like effect as the originals."

APPENDIX E

Conformed Copy
CCAB 10-55 Q
R-1 Thru R-3

INTERNATIONAL AIR TRANSPORT ASSOCIATION

NEW YORK BRANCH OFFICE
AND
TRAFFIC CONFERENCE 1 OFFICE

500 Fifth Avenue
New York 36, New York
TELEPHONE OXford 5-0862
CABLE ADDRESS INAIRTRANS

December 11, 1956

MEMORANDUM
(TC1/FRCS-Misc. 91)
(Ref. JT123/FRCS-Misc. 158 & 166,
TC1/FRCS-Misc. 79 & 82)

TO: All Members of Traffic Conferences 1, 2 and 3

FROM: Secretary

SUBJECT: Passenger Ticket - Conditions of Contract - Resolution 275b - TC1 Mail Vote 72

Please refer to Memorandum JT123/FRCS-Misc. 158 of August 8, 1956, concerning the institution of a mail vote on the subject of Passenger Ticket - Conditions of Contract, TC1 Mail Vote 60. This mail vote was amended by Memorandum JT123/FRCS-Misc. 166 of September 7, 1956. Subsequently, by Memorandum TC1/FRCS-Misc. 82 of October 29, 1956, Members were advised of an extension of the voting period for Mail Vote 60 until December 31, 1956.

2. Irrespective of the fact that the final outcome of TC1 Mail Vote 60 is still outstanding, the Director General has authorized the institution of a new mail vote on this subject, incorporating the substance of the previous mail vote, with the following changes:

(i) Omission of the last part of Para. (2)(a) in draft Resolution 275b - Passenger Ticket - Conditions of Contract, reading as follows:

"...however, if the place of departure and the place of destination are in the territory of the same country, at least one agreed stopping place outside such country is shown on the ticket."

(ii) Postponement of the deadlines of implementation of draft Resolutions 275 and 275b to October 1, 1957, instead of July 1, 1957.

3. The purpose of this new mail vote is only to satisfy the formal requirements of the Provisions for the Regulation and Conduct of Traffic Conferences. It is assumed that all Members who have already cast an affirmative vote on the previous occasion will, on the basis of their recorded position, cooperate now in formally recasting their affirmative vote on this occasion. The Director General is of the opinion that the deletion made in Para. (2)(a) of draft Resolution 275b, to satisfy the objection made by some of the Members to the original wording, makes the language of the Conditions of Contract more agreeable to Members. Although this change may cause difficulties with a certain government, the Director General will do his utmost to obtain approval of the language of the present mail vote, which represents years of work, many concessions in the interest of common agreement, and which will be a boon once it is adopted. As soon as the present mail vote has been concluded successfully, the old mail vote will be formally withdrawn by the Director General.

4. The attached mail vote is based on the following timetable:

11 December, 1956	- Circulation of Mail Vote
1 January, 1957	- 21-Day Voting Period Ends
3 January-18 February, 1957	- Filing Period
19 February, 1957	- Secretary Notifies of Government Approvals
1 March, 1957	- Intended Effectiveness Date.

5. Identical draft resolutions for application in the areas of Traffic Conferences 2 and 3 are being issued simultaneously by the Secretaries of Traffic Conferences 2 and 3. Members are requested, as usual, to file the attached draft resolutions provisionally, wherever required, with their respective government authorities. Filing formalities with the U.S. Civil Aeronautics Board will be accomplished on behalf of the U.S. Members by the Secretary of Traffic Conference 1

E. S. Pefanis

E. S. Pefanis
Secretary

Attachments

FORM OF PASSENGER TICKET AND BAGGAGE CHECK - AMENDING

100(Mail 72)275

Expiry Date Indefinite

Type A

RESOLVED, that Resolution 275 is amended by the insertion of the following Paragraph (4), subsequent paragraphs to be renumbered accordingly:

" (4) that the following notice shall be imprinted either on the outside front cover or on each passenger coupon of the ticket:

'If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.';

provided that each Member shall be required to implement the provisions of this paragraph only when it replaces its present ticket stock, but in no event later than 1 October, 1957."

Filing Period

3 January - 18 February, 1957

Intended Effectiveness Date

1 March, 1957

SPECIAL RESCISSION RESOLUTION

100(Mail 72)003a

Expiry Date Indefinite

Type A

RESOLVED, that Resolutions 128/275b and 110/275b are rescinded as of the date that Resolution 100(Mail 72)275b becomes effective.

Filing Period

3 January - 18 February, 1957

Intended Effectiveness Date

1 March, 1957

PASSLNGER TICKET - CONDITIONS OF CONTRACT

100(Mail 72)275b

Expiry Date Indefinite

Type A

RESOLVED, (1) that the Conditions of Contract on the inside cover of the Passenger Ticket and Baggage Check used for interline international carriage read as follows:

"Conditions of Contract"

" (1) As used in this contract, 'ticket' means 'Passenger Ticket and Baggage Check', 'carriage' is equivalent to 'transportation', and 'carrier' includes the air carrier issuing this ticket and all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage; 'damage' includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

(2)(a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereinafter called 'the Convention') unless such carriage is not 'international carriage' as defined by the Convention. (See carrier's tariffs, conditions of carriage

for such definition). Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention the agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth in this ticket and any conjunction ticket issued herewith, or, as shown in carrier's timetables as scheduled stopping places on the passenger's route.

(2)(b) To the extent not in conflict with the foregoing, all carriage hereunder and other services performed by each carrier are subject to (i) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements, (ii) provisions herein set forth, (iii) applicable tariffs, and (iv) except in transportation between a place in the United States and any place outside thereof, conditions of carriage, regulations and timetables (but not the time of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.

(2)(c) Unless expressly so provided, nothing herein contained shall waive any limitation of liability of carrier existing under the Convention or applicable laws.

(3) Insofar as any provision contained or referred to herein, may be contrary to a law, government regulation, order or requirement, which severally cannot be waived by agreement of the parties, such provision shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision is not contrary thereto. The invalidity of any provision shall not affect any other part.

(4) Subject to the foregoing:

(a) Liability of carrier for damages shall be limited to occurrences on its own line, except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent.

(b) Carrier is not liable for damage to passenger or unchecked baggage unless such damage is caused by the negligence of carrier.

(c) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders or requirements, or from failure of passenger to comply with same.

(d) Any liability of carrier is limited to 250 French

gold francs (consisting of 65½ milligrams of gold with a fineness of nine hundred thousandths) or its equivalent per kilogram in the case of checked baggage, and 5,000 such French gold francs or its equivalent per passenger in the case of unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to carrier's regulations. In that event the liability of carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

(e) Any exclusion or limitation of liability of carrier under these conditions shall apply to agents, servants or representatives of the carrier acting within the scope of their employment and also to any person whose aircraft is used by carrier for carriage and his agents, servants or representatives acting within the scope of their employment.

(5) Checked baggage carried hereunder will be delivered to the bearer of the baggage check upon payment of all unpaid sums due carrier under carrier's contract of carriage or tariff.

(6) When validated, this ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown herein and for the applicable class of service and is valid for one year from the date of commencement of flight except as otherwise provided in carrier's regulations. Each flight coupon will

be accepted for carriage on the date and flight for which accommodations have been reserved; when flight coupons are issued on an "open date" basis, accommodations will be reserved upon application subject to availability of space.

(7) Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto, carrier may without notice substitute alternate carriers or aircraft and may alter or omit the stopping place shown on the face of the ticket in case of necessity. Times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of this contract. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

(8) The passenger shall comply with all government travel requirements, present all exit, entry, and other documents required by the law, and arrive at the airport by the time fixed by carrier or, if no time is fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures. Carrier is not liable for loss or expense due to passenger's failure to comply with this provision.

(9) No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

(10)(a) No action shall lie in the case of damage to baggage, unless the person entitled to delivery complains to the carrier

forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the times aforesaid. Where carriage is not 'international carriage' as defined in the Convention, failure to give notice shall not be a bar to suit where claimant proves that (i) it was not reasonably possible for him to give such notice, or (ii)that notice was not given due to fraud on the part of carrier, or (iii) the management of carrier had knowledge of damage to passenger's baggage.

(10)(b) Any right to damages against carrier shall be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case."

(2) that notwithstanding anything contained in the applicable effectiveness resolution, each Member shall be required to include the above Conditions of Contract in its Passenger Tickets and Baggage Checks only when it replaces its present stock, but in no event later than 1 October, 1957.

Filing Period	Intended Effectiveness Date
3 January - 18 February, 1957	1 March, 1957

FORM OF PASSENGER TICKET AND BAGGAGE CHECK - AMENDING

110/275
212/275
311/275 - RESOLVED, that Resolution 275 is amended as follows:

1. Paragraph (1) to read:

"(1) that for interline carriage Members shall use the form of and procedure for the Passenger Ticket and Baggage Check hereinafter described: provided that prior to January 1, 1955 such use shall be optional; provided further that prior to January 1, 1955 Members may use alternatively the form and procedure authorized by the resolution effective on the date of adoption hereof;"

2. Paragraph (8) to read:

"(8) that, except as provided in Sub-paragraph 14(n), 14(o), 14(p), 14(q) and 14(r), herein, the form of auditors, flight and passenger coupons shall be as set forth in Attachment "A";"

3. Insert a new Paragraph (11) (renumbering subsequent Paragraphs accordingly) to read:

"(11) that flight coupons shall be used in sequence from the place of departure as shown on the passenger coupon."

4. Paragraph (13) to read:

"(13) that the sub-headings on the face of the coupon shall be dealt with as follows:

(a) Form Number

Coupons shall be provided with a form number of not more than four digits, the first digits of which shall be assigned company identification number and the last digit shall indicate whether the ticket is a one, two, three or four digit coupon type in accordance with the prescribed Code Numbers 1, 2, 3 and 4, respectively, assigned for this purpose;

(b) Serial Number

There shall be a Serial Number in the upper right-hand corner of the coupons and on the outside front cover, if any;

(c) For Carrier's Use Only

(i) When tickets are issued in conjunction with one another, or the total fare is comprised of combinations of published fares, the columns in the "For Carrier's Use Only" section entitled "From/To", "Carrier" and "Fare Construction" will be executed to indicate clearly and progressively the place of origin, places of change-over or stopover (or fare breakpoints where not on the route travelled, such breakpoints being encircled to denote clearly this fact) and place of destination, respectively, with names of carriers and fares relating thereto.
Name of places and carriers will be indicated by use of the abbreviations promulgated for such purpose by IATA.

(ii) When more than one fare is involved, all through and local fares used shall be entered in the "Fare Construction" column beside the appropriate section of the "From/To" column. The "Fare Construction" column shall be totaled opposite the word "Fare";

(d) Origin and Destination.
When the routing requires the issuance of more than one ticket issued in conjunction with one another, the original place of departure under the first ticket and the final destination under the last ticket shall be entered in full, respectively in the boxes entitled "Origin" and "Destination" on eabh of the tickets issued:

(e) Conjunction Ticket(s)

The form and serial number of any other tickets issued as part of the same air carriage shall be entered in the box entitled "Conjunction Ticket(s)";

(f) Issued in Exchange for

Insert the form and serial numbers, and date and place of original issue of any document for which the ticket was exchanged:

(g) Date and Place of Issue

The date and place and name of agent or carrier issuing the ticket shall be entered by stamp or writing in the space entitled "Date and Place of Issue";

NON

(h) Fare

The fare to be entered in the box entitled "Fare" shall be the total fare (excluding tax) covered by the ticket or the tickets issued in conjunction with one another; provided that any surcharges such as for sleeping accommodation, shall be covered by a separate ticket, suitably endorsed, or an exchange order, prominently marked to indicate the type of accommodation or additional service sold:

(i) Equivalent Amount Paid

The amount and type of currency collected when payment is in a currency other than that quoted in Carrier's tariffs or timetables shall be entered in the box entitled "Equivalent Amount Paid";

(j) Tax

The amount of tax shall be entered in the box entitled "Tax";

(k) Total

The sum of the fare and tax shall be entered in the box entitled "Total";

(l) Form of Payment

Insert the type of document, if any, for which the ticket was exchanged in accordance with the following abbreviations:-

XO	-	Exchange Order
PT	-	Prepaid Ticket Advice
TP	-	Universal Air Travel Plan followed by code of contractor and account number only
GR	-	Government Transportation Request/ Government Warrant followed by the form and serial number of such document
TV	-	Travel Fares
UN	-	United Nations Transportation Request

(m) Fare Class/Basis

The appropriate designator shall be entered in the column entitled "Fare Class/Basis" opposite each section of the journey to which it applies; provided that the class of travel applicable to each coupon shall be spelled out "First" or "Tourist"; provided that where the appropriate ticket designator is applicable to the whole of the journey shown on the ticket, it shall be entered in the unnamed box immediately to the left of the "Name of Passenger" box;

(n) Valid Until

The fare expiry date shall be entered in the column headed "Valid Until" opposite each respective section of the journey to which it applies; provided that where travel must be completed within a limited number of days from commencement of travel, such number of days shall be inserted after the fare designator in the "Fare Basis" box, and the "Valid Until" box shall not be completed until a specific reservation is entered on the ticket; in the latter case, either the date of fare expiry or the date by which travel must be completed, whichever is earlier, shall be entered in the "Valid Until" box;

(o) Baggage

The applicable free baggage allowance(s) shall be shown in the column marked "Free Allowance"; the total number of checked pieces of baggage of the passenger and their total weight must be shown in the space entitled "Checked" opposite the city at which the baggage is accepted, provided that, where pooling of baggage is permitted by Members, the following procedure shall apply;

(i) Baggage of all members of the group shall be checked only on the ticket of the head of the group;

(ii) The symbol "Pl, 1.2.3" etc. shall be written in block letters in the box entitled "Free Baggage Allowance" on the tickets of all members of the group;

(iii) Where excess baggage is involved, an Excess Baggage Ticket shall be issued to the head of the group which shall be identified in a similar manner to that referred to in (ii) above;

(p) Good for Passage

Appropriate entries shall be made in the column entitled "Good for Passage" as follows:

(i) In the case of one-flight coupon tickets, the city of departure shall be entered on the first line and the city of destination on the subsequent line;

(ii) In the case of tickets having more than one flight coupon, the place of departure shall be entered on the first line and on the successive lines the places where each particular flight terminates shall be entered;

(iii) Where more than one ticket is issued for a journey, the place shown on the last line of preceeding ticket shall be duplicated on the first line of the succeeding ticket;

(iv) Notwithstanding Sub-paragraph (ii) above, where an open-jaw routing involves surface transportation for a portion of travel between the point of origin and point of destination, the good for passage box relating to such portion of travel shall be marked "void------void" and the pertinent flight coupon shall be extracted before delivery of the ticket to the passenger. (Thus, an open-jaw routing from London to Paris and from Brussels to London would require a 3-coupon type ticket, the middle flight coupon of which would be extracted before delivery of the ticket to the passenger, and completed as follows:-

Fare Basis	Valid Until	Checked Pos.	Checked Wt.	Unck'd Wt.	From / To	Via Carrier	Flt No.	Date	Time	Res. Status
					From LONDON					
					To PARIS					
					To BRUSSELS					
					To LONDON					
					To					

(q) Via Carrier

The Official Carrier abbreviation, as published by IATA shall be shown in the columns entitled "Via Carrier";

(r) Flight Number, Date and Time

Appropriate entries shall be made in the boxes entitled "Date" and "Time", the month being abbreviated in letters. The flight (line) number shall be entered in the box entitled "Flight No.";

(s) Reservation Status

The column entitled "Res. Status" will be completed for each section of the trip to indicate the status of the reservation either as "Confirmed", "Not Confirmed" or "Not Requested" by use of the designators "OK", "NO", or "OPEN" respectively;

(t) Name of Passenger

The name of passenger shall be inserted in the box entitled "Name of Passenger"; provided that the use of this ticket shall be limited to one person only;

(u) Carbon

Where spot or interleaf carbon is used, it shall be permanently bound in the ticket; no carbon backing shall be used for the endorsement box.

(v) Accounting Use Only

Entries inthis box are reserved for accounting department use only.

5. By deletion of sub-paragraphs 14(k) and 14(n) and the relettering of subsequent sub-paragraphs.

6. By addition of a new sub-paragraph 14(n) to read:

"(n) Entry in the boxes entitled "Fare", "Tax" and "Total" of the abbreviation "Cy" for type of currency."

7. By addition of a new sub- paragraph 14(o) to read:

"(o) Substitution in the "For Carrier's Use Only" section of the ticket of a single column entitled "Fare Construction" in place of the double column headings entitled "Published" and "Converted".

8. By addition of a new sub-paragraph 14(p) to read:

"(p) Inclusion of a vertical dotted line in the box entitled "Fare Class/Basis".

9. By addition of a new sub-paragraph 14(q) to read:

"(q) Printing and use of an additional "For Carrier's Use Only" section (as set forth in Attachment "A")".

10. By addition of a new sub-paragraph 14(r) to read:

"(r) Use of a simplified version of the Passenger ticket and Baggage Check to be used only where no conjunction ticket is issued; as set forth in Attachment "B"; provided that:

(i) the double column entitled "Fare Construction" may be combined and entitled "Published Fare".

(ii) the Auditor's Coupon of all such tickets be clearly overprinted with the words "This Ticket not to be issued in conjunction"."

11. By addition of a new sub-paragraph 14(s) to read:

"(s) Use of Shading

In the boxes of the "Good for Passage" sections on each flight coupon which are outside the portions outlined by heavy rule in order to emphasize the portion of carriage to which each flight coupon applies."

Filing Date	Expiry Date	Type
January 1, 1954	Indefinite	B

"Optional Extension"

FOR CARRIER'S USE ONLY			
Issue No.	CARRIER	FARE CONSTRUCTION	
		PUBLISHED	CONVERTED
SUB TOTAL			

Issued By
INTERNATIONAL AIRWAYS
SUBJECT TO CONDITIONS OF CONTRACT (See Footnote No. 1)

PASSENGER TICKET AND BAGGAGE CHECK FLIGHT COUPON NO. 1

FOR CARRIER'S USE ONLY			
Issue No.	CARRIER	FARE CONSTRUCTION	
		PUBLISHED	CONVERTED
FARE			
EQUIVALENT AMOUNT PAID			
TAX			
TOTAL			
FORM OF PAYMENT			

COMPLETE ROUTING THIS TICKET AND CONJUNCTION TICKET(S)

ORIGIN — Form — Serial No.

DESTINATION — Form — Serial No.

ISSUED IN EXCHANGE FOR — DATE AND PLACE OF ORIGINAL ISSUE

Form — Serial No.

Acctg. Use Only

DATE AND PLACE OF ISSUE OF THIS TICKET

ENDORSEMENTS

FARE CLASS/BASIS	VALID UNTIL	BAGGAGE: FREE ALLOW.	BAGGAGE: Checked Pcs.	BAGGAGE: Checked Wt.	BAGGAGE: Unch'd Wt.	ROUTE FOR PASSAGE BETWEEN POINTS NOTED BY AGENT ONLY: FROM	VIA CARRIER	Flight Number	DATE	TIME	Non Stop
						TO					
						TO					
						TO					
						TO					

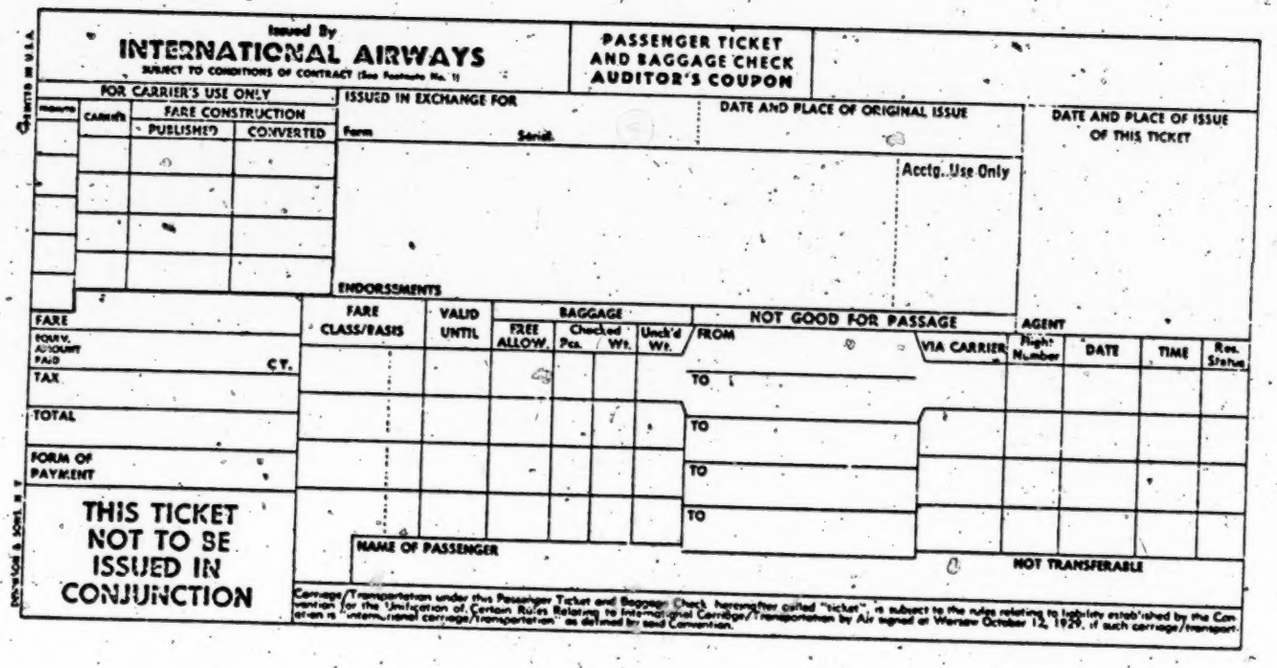
AGENT

NAME OF PASSENGER

NOT TRANSFERABLE

Carriage/Transportation under this Passenger Ticket and Baggage Check hereinafter called "ticket", is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage/Transportation by Air signed at Warsaw October 12, 1929, if such carriage/transportation is "international carriage/transportation" as defined by said Convention.

* When optional extension used, carriers may insert the words "Sub-total" in this box.



Issued By
INTERNATIONAL AIRWAYS
SUBJECT TO CONDITIONS OF CONTRACT (See Footnote No. 1)

PASSENGER TICKET AND BAGGAGE CHECK AUDITOR'S COUPON

FOR CARRIER'S USE ONLY

Issued to	Carrier's	FARE CONSTRUCTION PUBLISHED	FARE CONSTRUCTION CONVERTED

ISSUED IN EXCHANGE FOR
Form Serial

DATE AND PLACE OF ORIGINAL ISSUE

DATE AND PLACE OF ISSUE OF THIS TICKET

Acctg. Use Only

ENDORSEMENTS

	FARE CLASS/BASIS	VALID UNTIL	BAGGAGE FREE ALLOW.	BAGGAGE Checked Pcs.	BAGGAGE Checked Wt.	BAGGAGE Unch'd Wt.	NOT GOOD FOR PASSAGE FROM / TO	VIA CARRIER	AGENT Flight Number	DATE	TIME	Res. Status
							TO					
							TO					
							TO					

FARE
EQUIV. AMOUNT PAID C.T.
TAX
TOTAL
FORM OF PAYMENT

THIS TICKET NOT TO BE ISSUED IN CONJUNCTION

NAME OF PASSENGER

NOT TRANSFERABLE

Carriage/Transportation under this Passenger Ticket and Baggage Check, hereinafter called "ticket", is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage/Transportation by Air signed at Warsaw October 12, 1929, if such carriage/transportation is "international carriage/transportation" as defined by said Convention.

CONDITIONS OF CONTRACT - PASSENGER TICKET - AMENDING

110/275b
212/275b - (Note)
311/275b - (Note)
- RESOLVED, (1) that Resolution 275b is amended by the following changes to the text of the "Conditions of Contract".

(a) Addition of the words "or undertake to carry" after the word "carry" in the definition of "Carrier" in Paragraph 1.

(b) Deletion of the clause "'Carrier' includes agents, servants, or representatives of any such air Carrier" from Paragraph 1.

(c) Addition to the first parenthetical phrase in Sub-Paragraph 2(b) of the following: "or extending the rules of the convention to carriage which is not 'international carriage' as defined in the Convention"

(d) Deletion from Sub-paragraph 2(c) of the opening words "It is agreed that".

(e) Substitution of "Carrier's regulations" for "Carrier's tariffs" in the second line of Sub-paragraph 2(c).

(f) Substitution of "performed by a carrierincidental thereto" for "hereunder" in the second line of Sub-paragraph 4(a).

(g) Insertion of the word "of" after the word" consisting" in the parenthetical expression of Sub-paragraph 4(c).

(h) Amendment of Sub-paragraph 4(e) to read as follows:

"A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent. Liability of carrier for death, injury or delay of a passenger, or loss, damage or delay of baggage shall be limited to occurrences on its own line, except in the case of checked baggage as to which passenger also has a right of action against the first or last carrier."

(i) Replacement of Sub-paragraph 4(f) by the following:

"(f) No action shall be maintained in the case of damage to baggage or other property unless written notice of the claim is presented to an office of carrier within three days from the date of receipt thereof; and in the case of delay or loss, unless such written notice is so presented within 14 days from the date the baggage or other property is placed at the passenger's disposal (in case of delay) or should have been placed at the passenger's disposal (in case of loss)."

"Any right to damages against Carrier shall be extinguished unless an action is brought within two years after the occurrence of the events giving rise to the claim."

(j) Insertion of a new Sub-paragraph 4(g) to read as follows:

"Whenever the liability of the Carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of any such air carrier."

(k) Amendment of Paragraph 5 to read as follows:

"Checked baggage carried hereunder will be delivered to the bearer of the baggage check upon payment of all unpaid sums due to Carrier under the contract of carriage and upon return to Carrier of the baggage (claim) tag(s)."

(l) Amendment of Paragraph 6 to read as follows:

"When validated, this ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown herein and for the applicable class of service and is valid for one year from the date of commencement of flight except as otherwise provided in Carrier's regulations. Each flight coupon will be accepted for carriage on the date and flight for which accommodations were reserved; when flight coupons are issued on an "open date" basis accommodations will be reserved upon application subject to availability of space."

(m) Substitution of the words "If it considers that it would be advisable to do so" for "if it deems advisable" in lines 3 and 4 of Paragraph 7 and substitution of "carriage" for "passage" in line 5 of Paragraph 7.

(n) Deletion of the present Paragraph 8, subsequent Paragraphs to be numbered accordingly.

(2) that a new Paragraph (2) is added as follows:

"(2) that notwithstanding anything contained in the applicable effectiveness resolution, each Member shall be required to effect the amendments provided in Resolution 110/275b, only when it replaces its present stock, but in no case later than 1 January, 1955.

212/275b - Identical to 110/275b except that "110/275b" reads "212/275b".

311/275b - Identical to 110/275b except that "110/275b" reads "311/275b".

Filing Date	Expiry Date	Type
January 1, 1954	Indefinite	A